

Atty Dkt No. 8325-0026
Client No. S26-US1
PATENT

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6/11/02 [Signature]
Date Signature

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

JAMIESON et al.

Confirmation No.: 6239

Serial No.: 10/055,713

Group Art Unit: 1645

Filing Date: January 22, 2002

Examiner: Unassigned

Title: ZINC FINGER PROTEINS FOR DNA BINDING AND GENE
REGULATION IN PLANTS

POWER OF ATTORNEY BY ASSIGNEE

Assistant Commissioner for Patents
Washington, D.C. 20231

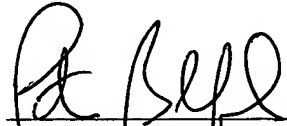
Sir:

SANGAMO BIOSCIENCES, INC., assignee of the above-identified application by assignment (copy attached), hereby appoints Sean Brennan, Ph.D., Reg. No. 39,917; Roberta L. Robins, Reg. No. 33,208; Dahna S. Pasternak, Reg. No. 41,411; Gary R. Fabian, Ph.D., Reg. No. 33,875 and Narinder S. Banait, Reg. No. 43,482 as its attorneys/agents with full power of substitution to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith.

Please address all further communications to Dahna S. Pasternak at the following address:

Customer No. 20855
ROBINS & PASTERNAK LLP
545 Middlefield Road, Suite 180
Menlo Park, CA 94025
Telephone: (650) 325-7812
Fax: (650) 325-7823.

Date: 4-26-02


SANGAMO BIOSCIENCES, INC.
Name: Peter Gluford
Title: VP, Corp. Development

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Andrew JAMIESON and Guofu LI (hereinafter referred to as the assignors), residing at San Francisco, CA, and Albany, CA respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in ZINC FINGER PROTEINS FOR DNA BINDING AND GENE REGULATION IN PLANTS set forth in an application for Letters Patent of the United States, bearing Serial No. 10/055,713 and filed on January 22, 2002; and

WHEREAS, Sangamo BioSciences, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at Point Richmond Tech Center 501 Canal Blvd., Suite A100 Richmond, CA 94804 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

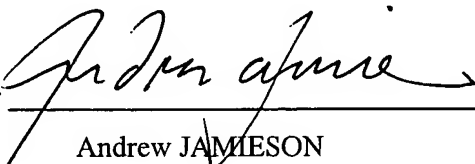
NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Union for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

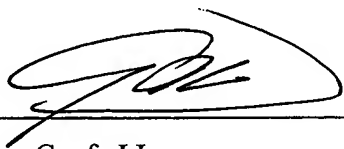
AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date 4/26/02 Name of Inventor 
Andrew JAMIESON

Date 4/26/02 Name of Inventor 
Guofu LI

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Title: ZINC FINGER PROTEINS FOR DNA BINDING AND GENE
REGULATION IN PLANTS

CERTIFICATE UNDER 37 CFR 3.73(b)

SANGAMO BIOSCIENCES, INC., a corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above. A copy of the assignment is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 4-26-02

[Signature]
SANGAMO BIOSCIENCES, INC.
Name: Peter Bluford
Title: Vice President, Corporate Development

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Andrew JAMIESON and Guofu LI (hereinafter referred to as the assignors), residing at San Francisco, CA, and Albany, CA respectively, witnesseth:

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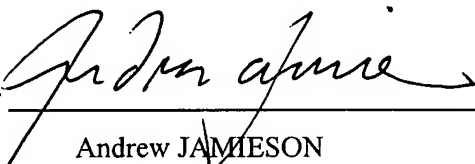
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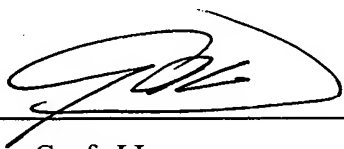
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unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date 4/26/02 Name of Inventor 
Andrew JAMESON

Date 4/26/02 Name of Inventor 
Guofu LI